IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EMILE JACKSON,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Cause No. 4:16-cv-3530
	§	
HARDMAN SIGNS, L.P.,	§	
and CLAY W. HARDMAN,	§	
	§	A Jury is Demanded
Defendants.	§	
	§	

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiff, EMILE JACKSON, by and through her undersigned counsel, hereby brings this action against Defendant, HARDMAN SIGNS, L.P., and CLAY W. HARDMAN (hereinafter sometimes referred to collectively as "Defendants"), pursuant to the Fair Labor Standards Act of 1938 (FLSA), 52 Stat. 1060, as amended, 29 U.S.C. §201 *et seq* (1994 ed. And Supp. III)("FLSA"). This is an individual action to recover unpaid overtime compensation, liquidated damages, and attorney's fees and costs owed to Plaintiff by Defendants.

PARTIES

1. Plaintiff, EMILE JACKSON, was an "employee" of Defendant, HARDMAN SIGNS, L.P., as that term is defined by the FLSA. During his employment with the Defendant, HARDMAN SIGNS, L.P., the Plaintiff was individually

and directly engaged in interstate commerce by using the instrumentalities thereof (phones, internet, facsimile), and his work was essential to Defendant, HARDMAN SIGNS, L.P.'s business. Plaintiff resides in Harris County, Texas.

2. Defendant, CLAY W. HARDMAN, is an individual believed to be residing in Harris County, Texas. Defendant, CLAY W. HARDMAN, operates Defendant, HARDMAN SIGNS, L.P., and at all times relevant to this claim acted directly or indirectly in the interest of Defendant, HARDMAN SIGNS, L.P., in relation to Plaintiff's employment and was substantially in control of the terms and conditions of the Plaintiff's work. Defendant, CLAY W. HARDMAN, was an employer of the Plaintiff as defined by 29 U.S.C. §203(d).

3. Defendant, HARDMAN SIGNS, L.P., is a corporation formed and existing under the laws of the State of Texas and which maintains and operates a business in Harris County, Texas. Defendant, HARDMAN SIGNS, L.P., employed Plaintiff as a "Purchasing Manager." from April 21, 2015, until August 17, 2016, at the annual salary of $46,500.00.

4. Defendant, HARDMAN SIGNS, L.P., is subject to the provisions of the FLSA, as HARDMAN SIGNS, L.P. was at all relevant times engaged in interstate commerce or was part of an enterprise engaged in interstate

commerce as defined by 29 U.S.C. §§203(r) and (s). The work of Defendant, HARDMAN SIGNS, L.P., involves the actual movement of commerce.

JURISDICTION AND VENUE

5. This Court has jurisdiction under the FLSA pursuant to 28 U.S.C. §1331 and 29 U.S.C. §216(b). At all times pertinent to this Complaint, Defendant, HARDMAN SIGNS, L.P., was an enterprise engaged in interstate commerce, transporting materials through commerce, and conducting transactions through commerce, including the use of phone facsimile electronic mail, and the Internet. At all times pertinent to this Complaint, Defendant, HARDMAN SIGNS, L.P., regularly owned and operated a business engaged in commerce or as defined by §3(r) and 3(s) of the Act, 29 U.S.C. §203(r) and 203(s). The Plaintiff's work was essential to Defendant's business.
6. Venue is proper pursuant to 28 U.S.C. § 1391(b), because Defendants and Plaintiff transacted business within this judicial district and the events underlying this complaint occurred within this judicial district.

FACTS SUPPORTING RELIEF

7. Plaintiff's primary duties did not consist of work that would be considered exempt under any exemption set forth in the FLSA. Specifically, Plaintiff was assigned and carried out fork lift operations, scrapped aluminum, scrapped acrylic, was in charge of emptying and replacing bins, received materials

shipped in from Interstate Commerce, and carried out various other duties. Plaintiff's duties involving purchasing or other administrative duties constituted approximately 1/3 of his work week and were not the primary focus of his duties.

8. Plaintiff worked an average of sixty (60) hours per week during one or more weeks of his employment with the Defendants.

9. During some or all of the workweeks of Plaintiff's tenure with the Defendants, Plaintiff worked in excess of 40 hours per week.

10. During the weeks of employment where Plaintiff worked more than 40 hours, Defendants failed to pay Plaintiff the overtime premium required by the FLSA.

11. The Defendants did not make a good faith effort to comply with the overtime provisions contained within the FLSA.

12. At all times relevant to this case, the Defendants had knowledge of Plaintiff's regular and overtime work. Defendants approved Plaintiff's work and hours. Plaintiff's work benefitted Defendants.

13. Defendants' actions were willful and in blatant disregard for Plaintiff's federally protected rights.

14. Defendant is liable to Plaintiff under the FLSA for all unpaid wages and overtime compensation as well as for liquidated damages, attorney's fees, out of pocket expenses and costs of Court.

15. Plaintiff does not generally have access to Defendants' records and will provide additional detail after Defendants have provided records or initial disclosures have been made, if necessary.

CAUSE OF ACTION: VIOLATION OF THE FLSA OVERTIME PROVISION

16. Plaintiff incorporates all averments of fact into this Cause of Action for violation of the FLSA overtime provision.

17. The Defendants are obligated by law to pay Plaintiff at a rate of one and one-half times the regular hourly rate for each hour worked over forty (40) in any workweek.

18. Defendants did not pay Plaintiff the overtime rate for hours worked over forty (40).

19. As a result of Defendants' unlawful conduct, Plaintiff is entitled to actual and compensatory damages, including the amount of overtime which was not paid and which should have been paid at the proper overtime premium.

20. Plaintiff further seeks liquidated damages as Defendants' conduct is in violation of Section 7 of the FLSA, 29 U.S.C. § 207.

21. Plaintiff also seeks compensation of recoverable expenses, costs of court, and reasonable and necessary attorney's fees pursuant to 29 U.S.C. §216(b).

22. Plaintiff has retained the law firm of Ross Law, P.C. to represent her in this suit. Plaintiff has entered into a valid contract with Ross Law, P.C. and has appointed that firm and the undersigned counsel to be her sole agent, attorney-in-fact, and representative in this suit, exclusive of all other parties, including Plaintiff. To avoid tortious interference with Plaintiff's obligations to her attorneys in this suit, all communications concerning this suit must be made by Defendant and Defendant's attorneys solely to and through the undersigned counsel. Plaintiff's contract with and representation by Ross Law, P.C. and the undersigned attorney gives rise to a claim for reasonable and necessary attorney's fees that Plaintiff is entitled to collect from Defendant pursuant to 29 U. S. C. § 216(b).

JURY DEMAND

Plaintiff, EMILE JACKSON, hereby demands a trial by jury on all claims he has asserted in this Complaint.

PRAYER FOR RELIEF

Plaintiff, EMILE JACKSON, prays that the Court assume jurisdiction of this cause and that Defendants be cited to appear. Plaintiff prays that the Court award the following relief, under law and equity, as applicable:

1. Judgment against Defendants, jointly and severally, that their violations of the FLSA were willful;
2. Judgment against Defendants, jointly and severally, for an amount equal to Plaintiff's unpaid overtime at the proper rate;
3. Judgment against Defendant for an amount equal to the unpaid overtime compensation as liquidated damages;
4. If liquidated damages are not awarded, an award of pre-judgment interest;
5. Post-judgment interest at the applicable rate;
6. Award all costs, recoverable expenses and attorney's fees incurred in prosecuting these claims; as a Judgment against the Defendants, jointly and severally.
7. Leave to amend to add claims under applicable state laws, if necessary; and,
8. For such further relief as the Court deems just and equitable to which Plaintiff is entitled.

Respectfully submitted,

ROSS LAW GROUP

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